

AUTOSOFT INTERNATIONAL LIMITED

RAPID™ SOFTWARE SUBSCRIPTION AGREEMENT

IMPORTANT – READ CAREFULLY: This RAPID™ Software Subscription Agreement (the “Agreement”) is a legal agreement between the entity you represent, or, if you do not designate an entity in connection with the Subscription purchase or renewal, you individually (“you” or “your”) and AUTOSOFT INTERNATIONAL LIMITED (“Automsoft”, “we”, “our”) for the use of the software product RAPID™ (RAPID, RAPIDIndustrial, RAPIDEnterprise, RAPIDVision), the “Software”. By installing, copying or otherwise using the Software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement or wish to change your mind, do not install, copy or otherwise use the Software and notify Automsoft within 14 days from the date we provided you with confirmation of your Subscription to obtain a refund.

1. Agreement

1.1 Automsoft grants you the following rights for your own purposes only, and not those of any third party:

- (a) You may install and use one copy of the Server Software on a single Server computer. Server software means those components of, or programs in, the Software that provides services on a computer;
- (b) You may access the Software and query, display and manipulate the data contained on the server using the Client Software. Client Software means those components of, or programs in, the Software that allows a computer, workstation or device to access or utilise the services provided by the server;
- (c) You may make a single copy of the Software for back-up purposes;
- (d) You shall effect and maintain adequate security measures to safeguard the Software and documentation from unauthorised access, use or copying;
- (e) You shall keep accurate and up to date records of copying and disclosure of the Software in accordance with good data processing practise and shall allow Automsoft, on request, to inspect and take copies of such records from time to time.

1.2 The Software and any associated documentation (the “Documentation”) contain confidential information of Automsoft and/or its suppliers/licensors and all copyright, trademarks and all other intellectual property rights in and to the Software and Documentation are and shall remain the exclusive property of Automsoft and/or its suppliers/licensors. Nothing in this document will confer any rights in any trademark of Automsoft on you. The provisions of this Clause 1.2 shall continue to operate after the termination of this Agreement.

1.3 Save as otherwise expressly set out herein and as otherwise expressly permitted by law, you shall not (nor shall you permit others to):

- (a) Make any temporary or permanent reproduction by any means and in any form, in

whole or in part, of the Software or the Documentation;

- (b) Make any translation, adaptation, arrangement, modification, addition or enhancement for any purpose, including (without limitation) error correction or any other alteration of the Software or the Documentation or create any derivative works based on the Software;
- (c) Make any form of distribution to the public of the Software or the Documentation, in whole or in part, or of copies thereof;
- (d) Make any communication, display or performance to the public of the Software or the Documentation;
- (e) Disseminate, sell, give away, hire, lease, offer or expose for sale or distribute the Software or the Documentation, or another product wholly or partially derived from any of the foregoing;
- (f) Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software or Documentation or use the Software or Documentation on behalf of any third party, or make available the same to any third party without the prior written consent of Automsoft;
- (g) Copy, adapt, reverse compile, reverse engineer or disassemble the whole or any part of the Software or the Documentation (except to the extent permitted by applicable law) where such copying, adaptation, decompilation, reverse engineering or disassembly is necessary to obtain information in order to achieve the interoperability of an independently created programme with the Software or with another programme and such information is not available from Automsoft or elsewhere;
- (h) Remove or alter any copyright or other proprietary notice from the Software or Documentation.
- (i) You acknowledge and agree that none of the acts which are prohibited by this Clause 1.3 including (without limitation) the prohibition on copying or adapting the Software or any part thereof for the purpose of correcting errors in the Software are necessary for the

purposes of the use of the Software by you in accordance with this Agreement.

- 1.4 Automsoft will not be bound by any term, condition or other provision proffered by you which is different from or in addition to the provisions of this Agreement unless Automsoft agrees to such provisions in writing.
- 1.5 This Agreement supersedes any and all prior agreements, statements and representations between Automsoft and you.
- 1.6 No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set out in writing and signed by each party.
- 1.7 If any provisions of this Agreement shall be found by any court or administrative body of any competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 1.8 You shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder, without the prior written consent of Automsoft.

2. Term and Termination

- 2.1 This Agreement is limited to the term of the Subscription. Once the Subscription expires or is terminated (whichever is the earlier) this Agreement automatically terminates.
- 2.2 Upon renewal of your Subscription, your Subscription will be governed by the latest version of the RAPID™ Software Subscription Agreement on www.automsoft.com. If you do not agree to any of the Agreement Terms, you may decline to renew your Subscription. You shall uninstall and remove any archival copy of the Software and provide written certification to Automsoft that you have done so.
- 2.3 Automsoft may terminate this Agreement if you breach any of the terms of this Agreement and fail to remedy such a breach within fifteen (15) days of receipt of written notice from Automsoft. Upon such termination you shall uninstall and remove any archival copy of the Software and provide written certification to Automsoft that you have done so.
- 2.4 You may terminate this Agreement at any time by uninstalling and removing any archival copy of the Software and providing written certification to Automsoft that you have done so.
- 2.5 In the event of the termination of this Agreement, no refund or credit will be offered by Automsoft or sought by you in relation to any Subscription fees paid by you to Automsoft.
- 2.6 All provisions of this Agreement which in order to give effect to their meaning need to survive its

termination shall remain in force and effect after termination.

3. Warranties

- 3.1 Automsoft warrants that its title to and property in the Software and the Documentation is free and unencumbered and that it has the right, power and authority to offer Subscriptions to the Software upon the term and conditions of this Agreement.
- 3.2 Automsoft warrants that the Software will operate in conformance with the technical specifications in the Documentation for a period of thirty (30) days from the date of installation.
- 3.3 Automsoft shall remedy any breach in warranties set out in this Clause 3 by the provision free of charge of a replacement copy of the Software.
- 3.4 For the avoidance of doubt, Automsoft shall have no liability to remedy a breach in warranty where such breach arises as a result of any of the following circumstances:
 - (a) the improper use, operation or neglect of the Software;
 - (b) the modification of the Software or its merger (in whole or in part) with any other software;
 - (c) any breach by you of any of your obligations under any maintenance agreement in respect of your computer system; or
 - (d) the use by you of the Software for a purpose for which it was not designed.
- 3.5 Automsoft will indemnify you and hold you harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that your possession and/or use of the Software pursuant to and in accordance with the terms and conditions of this Agreement infringes the copyright, trademark rights or other intellectual property rights of a third party (an "Intellectual Property Infringement") provided that you:
 - (a) give notice to Automsoft of any Intellectual Property Infringement forthwith on becoming aware of the same;
 - (b) give Automsoft the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and do not at any time admit liability or otherwise settle, compromise the said claim or action except upon the express instructions of Automsoft; and
 - (c) act in accordance with the reasonable instructions of Automsoft and give Automsoft such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of pleadings and other court process and the provision of all relevant documents.

3.6 Automsoft shall have no liability to you in respect of an Intellectual Property Infringement if the same results from:

- (a) any use of the Software of the Documentation by you or other than in accordance with the terms of this Agreement;
- (b) the use of the Software for a purpose for which it was not designed;
- (c) any breach by you of your obligations under this Agreement;
- (d) any alteration, modification, adjustment or enhancement made by you to the Software and/or Documentation;
- (e) any combination, connection, operation or use of the Software and/or the Documentation with any other equipment, software or documentation.

3.7 The provisions of Clauses 3.5 and 3.6 of this Agreement set forth the entire liability of Automsoft and your sole remedies with respect to infringement and allegations of infringement of intellectual property rights or other proprietary rights of any kind of any third party in connection with the installation, operation, design, distribution, or use of the Software.

4. Consequential Damages

4.1 In no event shall Automsoft be liable for any indirect, incidental, special or consequential damages (including without limitation any loss of data or business interruption) arising out of the performance or failure of the Software even if such damages were reasonable foreseeable or Automsoft had been advised of the possibility of such damages.

5. Limitation of Liability

5.1 Automsoft does not warrant that the Software and/or the Documentation will meet your requirements or that the operation of the Software will be interrupted or error free.

5.2 Except as expressly provided herein, all conditions and warranties (express or implied, statutory or

otherwise) are excluded by Automsoft, including without limitation any warranties implied by the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980 or by section 39 of the said 1980 Act.

5.3 In no event shall the aggregate liability of Automsoft arising out of the performance or failure of the Software exceed the amount of the Subscription fees paid by you to Automsoft for use of the Software.

6. Miscellaneous

(a) Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier confirmation of delivery. Notices to Automsoft must be sent to the following address:

Automsoft International Limited
The Greenway, Block C Ardilaun Court,
St Stephen's Green
Dublin D02 TD28
Ireland

Or by email to: info@automsoft.com

Notices to you will be sent to the address and / or email that you identify on your account.

(b) Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the Owner of the Subscription for the purposes of this Agreement.

(c) Governing Law. This Agreement is governed by the laws of the Republic of Ireland

Version History

Version 1.1 Last updated: March 2021